

02-01183

October 24, 2002  
RECEIVED

VIA OVERNIGHT DELIVERY

Telecommunications Division  
Tennessee Regulatory Authority  
460 James Roberts Road Parkway  
Nashville, TN 37243-0505

\*02 OCT 30 PM 1 10

TN REGULATORY AUTHORITY  
DOCKET ROOM

Re: Midwestern Telecommunications, Inc.

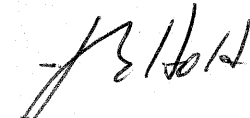
Dear Sir or Madam:

Enclosed please find one original and thirteen (13) copies of Midwestern Telecommunications, Inc. Local Exchange Carrier Registration Form, with all requirements attached, including Service Requirement Form and a proposed tariff.

I have also enclosed an extra copy of the application to be dated, stamped and returned to me in the enclosed, self-addressed, postage pre-paid envelope. If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Also enclosed is a check in the amount of \$50.00 to cover the requisite filing fee.

Please note that Exhibit F contains confidential and proprietary information not generally available to the public. MTI, therefore, is submitting one copy of this information in separately sealed envelopes attached to the original copy of the application. MTI respectfully requests that the information contained in Exhibit F be given confidential treatment and that it not be made a part of the public record or otherwise be made available for public disclosure.

Respectfully submitted,

  
Jerry Holt  
Co-CEO/MTI

RECEIVED

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TN REGULATORY AUTHORITY  
DOCKET ROOM

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

\*\*\*\*\*

In the Matter of the Application of  
**Midwestern Telecommunications, Inc.,**  
for a Certificate of Public Convenience  
and Necessity to Offer Local Exchange,  
Access and Interexchange Services

Docket No.

02-01183

**APPLICATION OF MIDWESTERN TELECOMMUNICATIONS, INC., FOR A  
CERTIFICATE TO PROVIDE COMPETING LOCAL  
TELECOMMUNICATIONS SERVICES**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), Midwestern Telecommunications, Inc. (MTI) respectfully requests that the Tennessee telecommunications services, including exchange access telecommunications services, within the State of Tennessee. MTI is willing and able to comply with all applicable telecommunications services. TCA 65-4-201

In support of its Application, MTI submits the following:

1. The full name and address of the Applicant is:

Midwestern Telecommunications, Inc.  
4749 Lincoln Mall Drive  
Suite 600  
Matteson, IL 60443  
Telephone: (708) 679-5000

Questions regarding this application should be directed to:

Jerry Holt  
Director of Regulatory Affairs  
Midwestern Telecommunications, Inc.  
4749 Lincoln Mall Drive  
Suite 600  
Matteson, IL 60443  
Telephone: (708) 679-5050  
Facsimile: (708) 679-5062

Contact name and address at the Company is:

Jerry Holt  
Director of Regulatory Affairs  
Midwestern Telecommunications, Inc.  
4749 Lincoln Mall Drive  
Suite 600  
Matteson, IL 60443  
Telephone: (708) 679-5050  
Facsimile: (708) 679-5062

2. Organizational Chart of Corporate Structure: Include any pertinent acquisition or merger information..

See Exhibit A

3. Corporate information:

MTI was incorporated in the State of Illinois on December 26, 1996. A copy of MTI's Articles of Incorporation and amendments are provided in Exhibit B. A copy of MTI's Authority to Transact Business in the State of Tennessee is provided in Exhibit C. The names and addresses of the principal corporate officers are in Exhibit D. There are no officers in Tennessee. The biographies of the principal officers and any other key technical staff are in Exhibit E.

4. MTI possesses the managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below:

A. Financial Qualifications

MTI is financially qualified to offer telecommunications services requested in its service territory. Attached hereto in Exhibit F, is a true and correct copy of an un-audited financial statement, which confirms that MTI possesses sufficient financial resources. Because of the proprietary and competitively nature of the documents, MTI submits them under confidential seal.

MTI is a telecommunications company, serving more that 10,000 customers through the Midwest and California. MTI's principal line of business is local telecommunications.

MTI expects to improve revenues and decrease expenses through 2002 as it realizes revenues and operating efficiencies from the transition to a facilities based carrier throughout the territories currently served. This transition will take advantage of the current UNE-P offerings of the incumbent carriers

B. Managerial Ability

As shown in Exhibit E of this application, MTI has the managerial expertise to successfully operate a telecommunications enterprise In Tennessee. As described in the attachment biographical information, MTI's management team has extensive management and business experience in telecommunications.

C. Technical Qualifications

Applicant is currently authorized in California, Illinois, Indiana, Michigan, Ohio and Wisconsin to provide local exchange and/or interexchange service. Applicant is in the process of applying for authorization to provide competitive local exchange and interexchange services in the 48 contiguous states. Applicant has not been denied authority for any of the services for which it seeks authority in this Application.

When it initiates service in Tennessee, MTI proposes initially to provide resold local exchange telecommunications services, and thereafter to provide facilities-based local exchange services through the use of its own facilities and unbundled network elements. Initially, the services MTI intends to offer are likely to be those local exchange telecommunications services offered by incumbent local exchange carriers in the proposed service area.

When MTI installs facilities in Tennessee, it will probably use the following or a similar configuration of equipment: MTI will provide voice and high speed data services through a combination of the latest technology switching and transport



and Internet service equipment and the latest Optical multiplexer DAC's configurations. The switching system consists of a central processing and control complex capable of interconnection as a peer to the incumbent as well as competitive local exchange companies. The hub portion of the switch will interconnect with the public switched network on Signaling System 7 ("SS7") or Feature Group D ("FGD") facilities. The system's remote module capability will allow properties to be served in a manner that provides the exchange of appropriate signaling, control and calling/caller information to the network in accordance with network standards and specifications. Additionally, these services will be delivered over a combination of delivery mechanisms through incumbent local carriers' unbundled loop network, both copper and fiber and transport networks, as well as via MTI constructed facilities.

5. Proposed Service Area

The Company proposes to offer services throughout the State of Tennessee. This area is currently being serviced by Bell South and Sprint, which are designated open to competition. MTI intends to offer Telecommunications services through resold facilities.

6. Types of Local Exchange Service to be provided:

MTI by this application seeks authority to provide resold and facilities-based interexchange and local telecommunications services to the public statewide by initially reselling services obtained from and utilizing facilities provided by facilities-based carriers and eventually providing telecommunications services via facilities constructed owned, leased or managed by MTI. For local exchange service, MTI will initially mirror the existing local calling areas of incumbent local exchange telephone companies. MTI intends to provide intrastate exchange services including:

1. Interexchange (switched and dedicated services):

- A. 1+ outbound dialing;
- B. 800/888 toll-free inbound dialing;
- C. Calling cards
- D. Data services

2. Local Exchange

- A. Local Exchange Services for business customer that will enable customers to originate and terminate local calls in the local calling area served by other CLEC's.
- B. Switched local exchange services such as flat-rated and measure-rated local services; vertical services, carrier access, and any other switched local services that currently exist or will exist in the future.

- C. Non-switched local services (e.g. private line) that currently exist or will exist in the future.
- D. Centrex and/or Centrex-like services that currently exist or will exist in the future.
- E. Digital subscriber line, ISDN, and other high capacity line services.

MTI seeks authority to provide local exchange services initially throughout the State in the areas served by Bell South, Sprint and interexchange service throughout the State.

7. Repair and Maintenance

MTI understands the importance of effective customer service for local service customers. MTI has made arrangements for its customers to call the company at its toll-free customer service number 1-877-684-4349. In addition, customers may contact the company in writing at the headquarters address. The toll free number will be printed on the customer's monthly billing statements.

Grant of the Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive telecommunications services in the State of Tennessee. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings. Authorizing MTI to provide local exchange telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

In particular, the public will benefit both directly, through the use of the competitive services to be offered by MTI and indirectly, because MTI's presence in Tennessee will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Grant of this Application will further enhance the service options available to Tennessee citizens for the reasons set forth above.

8. Small and Minority-Owned Telecommunications Business Participation Plan: (65-5-212): Exhibit G

9. Toll Dialing Parity Plan: Exhibit H

10. Applicant has served notice to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically. See Exhibit I for the list.
11. Numbering Issues: Statement provided in Exhibit J.
12. Tennessee Specific Operational Issues: Statements provided in Exhibit K
13. Miscellaneous:
  - A. Sworn Pre-filed testimony: Exhibit L
  - B. Applicant does not require customer deposits
  - C. As of now MTI has not been the subject of complaints in any of the states in which we are doing business
  - D. A copy of out tariff is enclosed

**CONCLUSION:**

MTI respectfully requests that the TRA enter an order granting it a certificate of convenience and necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange on a facilities-based and resale basis throughout the State of Tennessee in the service areas of Bell South, GTE and Sprint and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. For the reasons stated above, MTI's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

Respectfully submitted this 25<sup>th</sup> day of October, 2002

  
\_\_\_\_\_  
CEO, MTI

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**EXHIBITS**

Organizational Chart	Exhibit A
Articles of Incorporation	Exhibit B
Certificate of Authority	Exhibit C
Principal Officers	Exhibit D
Biographies of Officers	Exhibit E
Financial Statements ( <b>FILED UNDER SEAL</b> )	Exhibit F
Small and Minority-Owned Telecommunications Plan	Exhibit G
Toll Dialing Parity Plan	Exhibit H
Notice of Application	Exhibit I
Numbering Issues	Exhibit J
Tennessee Specific Operational Issues	Exhibit K
Sworn Pre-File Testimony of Jerry Holt	Exhibit L
Verification	

**Exhibit A**

**Organizational Chart**

### Organizational Chart

MTI is a privately owned company with no subsidiaries.

**Exhibit B**

**Articles of Incorporation**

State of Illinois  
Office of  
The Secretary of State

Whereas,

ARTICLES OF INCORPORATION OF  
MIDWESTERN TELECOMMUNICATIONS, INCORPORATED  
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN  
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE  
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 30TH day of DECEMBER A.D. 19 96 and of the Independence of the United States the two hundred and 21ST



*George H. Ryan*

Secretary of State



Form **BCA-2.10** | **ARTICLES OF INCORPORATION**

(Rev. Jan. 1995)

George H. Ryan  
Secretary of State  
Department of Business Services  
Springfield, IL 62756

This space for use by Secretary of State

**FILED**

DEC 30 1996

GEORGE H. RYAN  
SECRETARY OF STATE

**PAID**

DEC 31 1996

**SUBMIT IN DUPLICATE!**

This space for use by  
Secretary of State

Date: 12-30-96  
Franchise Tax \$ 25.  
Filing Fee \$ 75  
Approved: \$ 100

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

1. **CORPORATE NAME:** Midwestern Telecommunications, Incorporated *et*

(The corporate name must contain the word "corporation", "company," "incorporated," "limited" or an abbreviation thereof.)

2. **Initial Registered Agent:** Ikechuku Chinwah

First Name	Middle Initial	Last name
1507 E. 53rd St.	#274	
Number	Street	Suite #
Chicago	60615	Cook
City	Zip Code	County

3. **Purpose or purposes for which the corporation is organized:**

(If not sufficient space to cover this point, add one or more sheets of this size.)

The transaction of any or all lawful purposes for which corporations may be incorporated under the Illinois Business Corporation Act of 1983.

4. **Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:**

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
Common	\$ NPV	10,000	2	\$ 100.00

TOTAL = \$ 100.00

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:  
(If not sufficient space to cover this point, add one or more sheets of this size.)

**EXPEDITED**

DEC 30 1996

SECRETARY OF STATE

5. **OPTIONAL:** (a) Number of directors constituting the initial board of directors of the corporation: \_\_\_\_\_  
(b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

Name	Residential Address	City, State, ZIP

6. **OPTIONAL:** (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ \_\_\_\_\_  
(b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ \_\_\_\_\_  
(c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ \_\_\_\_\_  
(d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ \_\_\_\_\_

7. **OPTIONAL: OTHER PROVISIONS**

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. **NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)**

The undersigned Incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated 12-27, 19 96.

Signature and Name
1. <u>[Signature]</u> Signature <u>Ikeghuku Chijwaah</u> (Type or Print Name)
2. <u>[Signature]</u> Signature <u>Jerry E. Holt</u> (Type or Print Name)
3. _____ Signature (Type or Print Name)

Address
1. <u>1507 E 53<sup>rd</sup> St.</u> Street <u>Chicago IL 60615</u> City/Town State Zip Code
2. <u>11026 S. Prospect</u> Street <u>Chicago IL 60643</u> City/Town State Zip Code
3. _____ Street City/Town State Zip Code

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

**FEE SCHEDULE**

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
- The filing fee is \$75.
- The minimum total due (franchise tax + filing fee) is \$100.  
(Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
- The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.  
Illinois Secretary of State Springfield, IL 62756  
Department of Business Services Telephone (217) 782-9522 or 782-9523

File # D-5919-222-1

Form **BCA-5.10**  
**NFP-105.10**

(Rev. April 1995)

George H. Ryan  
Secretary of State  
Department of Business Services  
Springfield, IL 62756  
Telephone (217) 782-3647  
<http://www.sos.state.il.us>

**STATEMENT OF  
CHANGE  
OF REGISTERED AGENT  
AND/OR REGISTERED  
OFFICE**

**FILED**

FEB 14 2000

ROSSE WHITE  
SECRETARY OF STATE

SUBMIT IN DUPLICATE

This space for use by  
Secretary of State

Date FEB 14 2000

23

Filing Fee \$5

Approved: *MST*

Remit payment in check or money order,  
payable to "Secretary of State."

Type or print in black ink only.  
See reverse side for signature(s).

1. CORPORATE NAME: MIDWESTERN TELECOMMUNICATIONS, INC Incorporated

2. STATE OR COUNTRY OF INCORPORATION: Illinois

3. Name and address of the registered agent and registered office as they appear on the records of the office of the Secretary of State (before change):

Registered Agent	<u>Ikechuku</u>	<u>Chinwah</u>
	<i>First Name</i>	<i>Middle Name</i> <i>Last Name</i>
Registered Office	<u>1507 E. 53rd St. #274</u>	
	<i>Number</i> <i>Street</i>	<i>Suite No. (A P.O. Box alone is not acceptable)</i>
	<u>Chicago,</u>	<u>60615</u>
	<i>City</i>	<i>ZIP Code</i> <i>County</i>
		<u>Cook</u>

4. Name and address of the registered agent and registered office shall be (after all changes herein reported):

Registered Agent	<u>Larry</u>	<u>A.</u>	<u>Chambers</u>
	<i>First Name</i>	<i>Middle Name</i>	<i>Last Name</i>
Registered Office	<u>3856 Oakton St.</u>		
	<i>Number</i> <i>Street</i>	<i>Suite No. (A P.O. Box alone is not acceptable)</i>	
	<u>Skokie,</u>	<u>60076</u>	
	<i>City</i>	<i>ZIP Code</i>	<i>County</i>
			<u>Cook</u>

*016*

5. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.
6. The above change was authorized by: ("X" one box only)
- a. ☒ By resolution duly adopted by the board of directors. (Note 5)
  - b. ☐ By action of the registered agent. (Note 6)

**NOTE:** When the registered agent changes, the signatures of both president and secretary are required.

7. (If authorized by the board of directors, sign here. See Note 5)  
The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated December 2, 1999

attested by Jerry Holt by Ikechuku Chinwah  
(Signature of Secretary or Assistant Secretary) (Signature of President or Vice President)  
Jerry Holt, Sec'y Ikechuku Chinwah, President  
(Type or Print Name and Title) (Type or Print Name and Title)

(If change of registered office by registered agent, sign here. See Note 6)  
The undersigned, under penalties of perjury, affirms that the facts stated herein are true.

Dated \_\_\_\_\_, 19\_\_\_\_

(Signature of Registered Agent of Record)

### NOTES

1. The registered office may, but need not be the same as the principal office of the corporation. However, the registered office and the office address of the registered agent must be the same.
2. The registered office must include a street or road address; a post office box number alone is not acceptable.
3. A corporation cannot act as its own registered agent.
4. If the registered office is changed from one county to another, then the corporation must file with the recorder of deeds of the new county a certified copy of the articles of incorporation and a certified copy of the statement of change of registered office. Such certified copies may be obtained ONLY from the Secretary of State.
5. Any change of registered agent must be by resolution adopted by the board of directors. This statement must then be signed by the president (or vice-president) and by the secretary (or an assistant secretary).
6. The registered agent may report a change of the registered office of the corporation for which he or she is registered agent. When the agent reports such a change, this statement must be signed by the registered agent.

**Exhibit C**

**Certificate of Authority**

**Secretary of State  
Division of Business Services**

**312 Eighth Avenue North  
6th Floor, William R. Snodgrass Tower  
Nashville, Tennessee 37243**

ISSUANCE DATE: 10/18/2002  
REQUEST NUMBER: 4629-0709

CHARTER/QUALIFICATION DATE: 01/29/2001  
STATUS: ACTIVE  
CORPORATE EXPIRATION DATE: PERPETUAL  
CONTROL NUMBER: 0398537  
JURISDICTION: ILLINOIS

TO:  
MIDWESTERN TELECOMMUNICATIONS, INC.  
AT: JERRY E. HOLT  
4749 LINCOLN MALL DR  
MATTESON, IL 60443

REQUESTED BY:  
MIDWESTERN TELECOMMUNICATIONS, INC.  
AT: JERRY E. HOLT  
4749 LINCOLN MALL DR  
MATTESON, IL 60443

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT  
"MIDWESTERN TELECOMMUNICATIONS, INC."

WAS INCORPORATED OR QUALIFIED TO DO BUSINESS IN THE STATE OF TENNESSEE ON THE  
ABOVE DATE, AND THAT THE ATTACHED DOCUMENT(S) WAS/WERE FILED IN OFFICE ON THE  
DATE(S) AS BELOW INDICATED:

REFERENCE NUMBER	DATE FILED	FILING TYPE	FILING ACTION
4046-1010	11/08/2000	QUAL-PROFIT	NAM DUR STK PRN OFC AGT INC MAL FYC
4562-1101	07/26/2002	AN RPT	X X

FOR: REQUEST FOR COPIES

ON DATE: 10/18/02

FROM:  
MIDWESTERN TELECOMMUNICATIONS, INC.  
1424 E 53RD STREET  
STE 210  
CHICAGO, IL 60615-0000

**FEES**

RECEIVED: \$20.00 \$0.00  
TOTAL PAYMENT RECEIVED: \$20.00

RECEIPT NUMBER: 00003159256  
ACCOUNT NUMBER: 00352382



*Riley C Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE

4046 1010

State of Tennessee



Department of State  
Corporate Filings

312 Eighth Avenue North  
6th Floor, William R. Snodgrass Tower  
Nashville, TN 37243

APPLICATION FOR  
CERTIFICATE OF AUTHORITY  
(FOR PROFIT)

For Office Use Only

SECRETARY OF STATE

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is Midwestern Telecommunications Inc.  
\*If different, the name under which the certificate of authority is to be obtained is: \_\_\_\_\_

[NOTES: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. \*If obtaining a certificate of authority under a different corporate name, an application for registration of an assumed corporate name must be filed pursuant to Section 48-14-101(d) with an additional \$20.00 fee.]

2. The state or country under whose law it is incorporated is Illinois

3. The date of its incorporation is 12-30-96 (must be month, day, and year), and the period of duration, if other than perpetual, is \_\_\_\_\_

4. The complete street address (including zip code) of its principal office is

1424 E. 53rd St #210 Chicago IL 60615  
Street City State/Country Zip Code

5. The complete street address (including the county and the zip code) of its registered office in Tennessee and the name of its registered agent is

2908 Boston Avenue Nashville, TN 37203  
Street City State/Country Zip Code  
Registered Agent Corporation Service Company

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary)

Ikechuku Chinwah 1424 E. 53rd St #210 Chicago, IL 60615  
Jerry Holt 1424 E. 53rd St #210 Chicago, IL 60615

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary)

Ikechuku Chinwah 1424 E. 53rd St #210 Chicago, IL 60615  
Jerry Holt 1424 E. 53rd St #210 Chicago, IL 60615

8. If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) N/A

9. The corporation is a corporation for profit.

10. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is  
January 20th, 2001 (date), 12:01 AM (time)

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.]

10-31-00

Signature Date

Secretary

Signer's Capacity

Midwestern Telecommunications Inc.

Name of Corporation

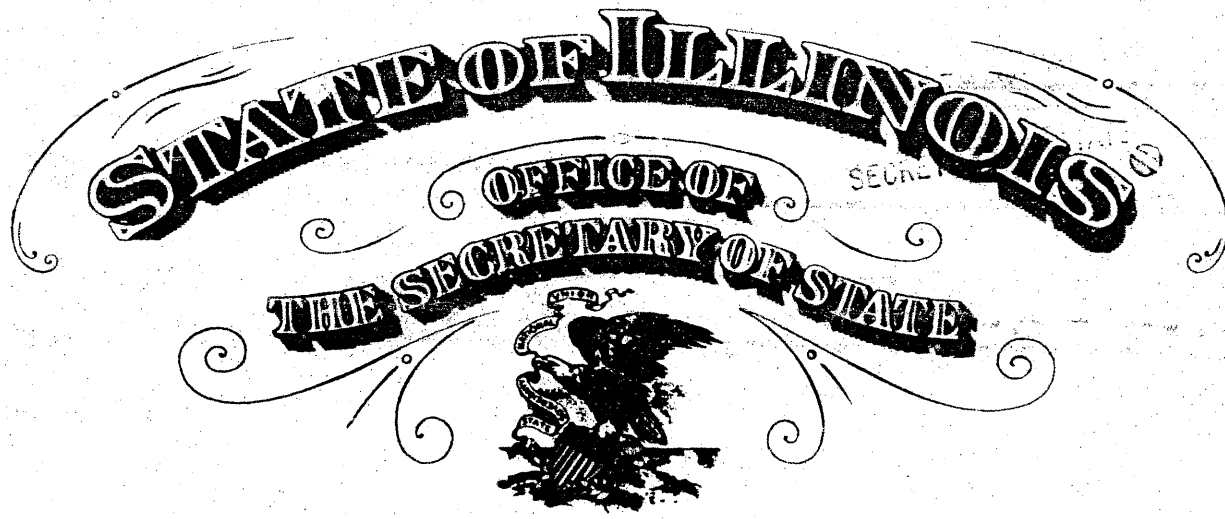
Signature

Jerry Holt

Name (typed or printed)

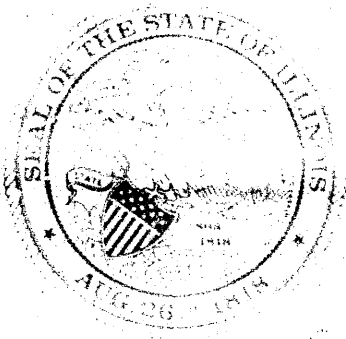
4046 10-1-1

File Number 5919-222-1



*To all to whom these Presents Shall Come, Greeting:*

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that* MIDWESTERN TELECOMMUNICATIONS, INCORPORATED, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE DECEMBER 30, 1996, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE FILING OF ANNUAL REPORTS AND PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS\*\*\*\*\*



*In Testimony Whereof, I, hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 31ST *day of* OCTOBER *A.D.* 2000

*Jesse White*

SECRETARY OF STATE



# CORPORATION ANNUAL REPORT

Please return completed form to:  
**TENNESSEE SECRETARY OF STATE**  
 Attn: Annual Report  
 312 Eighth Ave N, 6th Floor  
 William R. Snodgrass Tower  
 Nashville, TN. 37243

## Annual Report Filing Fee Due:

\$20, if no changes are made in block #6 to the registered agent/office;  
 \$40, if any changes are made in block #6 to the registered agent/office

CURRENT FISCAL YEAR CLOSING MONTH: 11  
 CORRECT MONTH IS 12

IF DIFFERENT,

THIS REPORT IS DUE ON OR BEFORE

03/01/02

(1) SECRETARY OF STATE CONTROL NUMBER: 0398537

(2A) NAME AND MAILING ADDRESS OF CORPORATION:

MIDWESTERN TELECOMMUNICATIONS, INC.  
 1424 E 53RD ST  
 #210  
 CHICAGO, IL 60615

(2B) STATE OR COUNTRY OF INCORPORATION:

ILLINOIS

(2C) ADD OR CHANGE MAILING ADDRESS:

4749 Lincoln Hall Dr  
 Suite 600  
 Matteson, IL 60443

F 01/29/2001 FOR PROFIT

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

1424 E 53RD ST, #210, CHICAGO, IL 60615

B. CHANGE OF PRINCIPAL ADDRESS:

STREET

4749 Lincoln Hall Dr #600 Matteson

CITY

STATE

ZIP CODE + 4

IL

60443

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS  
 (ATTACH ADDITIONAL SHEET IF NECESSARY)

TITLE

NAME

BUSINESS ADDRESS

CITY, STATE, ZIP CODE + 4

PRESIDENT

Ikechuku Chinuan

4749 Lincoln Hall Dr Matteson IL

SECRETARY

JERRY HOLT

same

60443

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY) ☐ SAME AS ABOVE ☐ NONE  
 OR LISTED BELOW: NAME BUSINESS ADDRESS CITY, STATE, ZIP CODE + 4

Same as above

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS  
 CORPORATION SERVICE COMPANY

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS  
 2908 POSTON AVE, NASHVILLE, TN 37203

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND OR REGISTERED OFFICE

(I) CHANGE OF REGISTERED AGENT:

(II) CHANGE OF REGISTERED OFFICE:

STREET

CITY

STATE  
 TN

ZIP CODE + 4

COUNTY

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A  
 MUTUAL BENEFIT CORPORATION AS INDICATED: IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:

☐ PUBLIC  
☐ MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK.

☐ RELIGIOUS

(8) SIGNATURE

Arkie Holt

(9) DATE

6/24/02

(10) TYPE PRINT NAME OF SIGNER

Arkie Holt

(11) TITLE OF SIGNER

CFO

\*\* THIS REPORT MUST BE DATED AND SIGNED \*\*



**Exhibit D**

**Name/Address of Principal Officers**

Co-CEO's

Ikechuku Chinwah

Jerry Holt

The aforementioned individuals can be reached at Midwestern Telecommunications, Inc., 4749 Lincoln Mall Drive, Suite 600, Matteson, Illinois, 60443, Telephone: 708-679-5051 or 708-679-5050, respectively and Facsimile: 708-670-5062.

**Exhibit E**

**Biographies of Officers**

**Jerry E. Holt**

**Co-CEO**

Jerry Holt is the Co-Founder of MTI. Mr. Holt's background includes working in key business segments, which include Telecommunications, Finance and Legal. While employed at Citgo Refinery Mr. Holt held a key role as the lead Training Manager. In this position he was responsible for training all Citgo employees on the proper use and understanding of Telecommunications and Network Systems. It is this understanding of Telecommunications and Computers that provided the basis for MTI's entry in the Telecommunications market and has laid a solid foundation for the company's phenomenal growth. Mr. Holt's exceptional leadership and organizational skills are the catalyst that leads MTI into its continued growth and expansion.

Mr. Holt holds a B.A. in Political Science from the University of California at Berkley.

**Ikechuku V. Chinwah**

**Co-CEO**

Ikechuku Chinwah is the Co-Founder of MTI. Mr. Chinwah's background includes over fourteen years experience working in the Marketing and Retail Management sectors. While employed at the Woolworth Corporation, Mr. Chinwah worked as a Regional Manager for Foot Locker. In this capacity, Mr. Chinwah gained valuable Marketing and Customer Services skills. It is this experience that has strategically placed MTI in one of the fastest growing business segments, Telecommunications. Mr. Chinwah's keen marketing eye has secured MTI's place as the market leader in Illinois. He successfully launched an advertising and promotion program which allowed MTI to increase its' customer base by 3,557% at the end of its first year of operation.

Mr. Chinwah holds a B.S. in Biology from California State University at Los Angeles.

**Patricia Thomas**

**CIO**

Patricia Thomas is the Chief Information Officer of MTI. Prior to joining MTI, Ms. Thomas worked as a Consultant to MTI and other companies such as Ameritech, Quaker Oats, and Nabisco Brands. Ms. Thomas specializes in process engineering (work flow automation), technology integration and financial analysis. Ms. Thomas successfully implemented a case tracking system for the Georgia EEOC- Fair Housing. This system assisted in processing Fair Housing Complaints and identifies repeat offenders. Ms. Thomas also worked as a Consultant to Ameritech. In this capacity, Ms. Thomas gained valuable knowledge of Telecommunications and worked closely with new CLEC's wishing to do business in the Ameritech region. Ms. Thomas's experience with Ameritech coupled with her in-depth knowledge of systems integration, designed flexible systems, which allow MTI to respond quickly to Incumbent LEC's changing business rules and systems requirements.

Ms. Thomas holds a B. S. in Computer Information Systems from DePaul University.

**Exhibit F**

**Financial Statement**

**(FILED UNDER SEAL)**



MIDWESTERN TELECOMMUNICATIONS, INC.  
BALANCE SHEET

DECEMBER 31, 2001

**ASSETS**

Current Assets

Cash

\$ 5,017

Property and Equipment, at cost, less  
accumulated depreciation (Note 2)

1,143,529

Other Assets:

Security Deposit

40,283

Loan receivable - shareholder

349,169

TOTAL ASSETS

\$ 1,537,999

**LIABILITIES AND STOCKHOLDER'S EQUITY**

Current Liabilities:

Excise Tax Payable

\$ 549,273

Notes Payable (Note 3)

293,134

Loans Payable-Officers

125,000

Other Liabilities

6,623

Other Withholding

1,428

Total Current Liabilities

975,459

Long Term Liabilities

Long-Term Notes Payable (Note 3)

161,221

Stockholders' Equity

Common Stock, no par value;

10,000 shares authorized;

1,000 shares issued and outstanding

1,000

Retained Earnings

594,292

Shareholder Distributions

(193,972)

Total Stockholders' Equity

401,320

TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY

\$ 1,537,999

(See Accompanying Notes to Financial Statements)

MIDWESTERN TELECOMMUNICATIONS, INC.  
INCOME STATEMENT

FOR THE YEAR ENDED DECEMBER 31, 2001

Sales	\$ 12,864,483	100.00
Cost of Sales		
Service Fees	7,562,302	58.78
Gross Profit	5,302,181	41.22
Operating Expenses		
Salaries	1,942,432	15.10
Payroll Taxes	804,705	6.26
Fringe Benefits	163,713	1.27
Travel & Entertainment	32,727	0.25
Auto Expense	61,537	0.48
Dues & Subscriptions	1,500	0.01
Delivery	359,616	2.80
Rent	275,607	2.14
Utilities	8,065	0.06
Telecommunications	271,698	2.11
Insurance	21,004	0.16
Office Expense	192,172	1.49
Professional Services	101,067	0.79
Equipment Rental	5,993	0.05
Advertising	802,588	6.24
Contributions	5,348	0.04
Miscellaneous	15,275	0.12
Total Operating Expenses	5,065,049	39.37
Income (Loss) from Operations	237,133	1.84
Other Income (Expense)		
Interest Income	7,784	0.06
Interest Expense	(66,148)	(0.51)
Other Income (Expense)	194,364	1.51
	135,999	1.06
Net Income (Loss)	\$ 373,132	2.90

(See Accompanying Notes to Financial Statements)

MIDWESTERN TELECOMMUNICATIONS, INC.  
NOTES TO FINANCIAL STATEMENTS  
YEAR ENDED DECEMBER 31, 2001  
(See Accountant's Review Report)

(1) BACKGROUND INFORMATION:

Midwestern Telecommunications, Inc. (MTI), is a Corporation located at 4749 Lincoln Mall Drive, Matteson, Illinois. MTI was founded in 1996 and resales telecommunications to residents and businesses in the Midwestern States and California.

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

MTI significant accounting policies are summarized as following:

Basis of Accounting

The accompanying financial statements of MTI have been prepared on the cash basis of accounting whereby income is recognized when received and expenses are recorded when disbursed.

Property and Equipment

Property and equipment are capitalized and recorded at cost while normal repair and maintenance items are expensed as incurred. At December 31, 2001, property and equipment consisted of the following:

<u>Description</u>	<u>Amount</u>
Computer Software	\$ 316,364
Furniture and Fixtures	64,840
Equipment	763,838
Vehicles	91,289
Leasehold Improvements	<u>245,587</u>
	1,481,918
Less-Accumulated Depreciation	<u>(338,389)</u>
Property and Equipment, Net	<u>\$1,143,529</u>

Management Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

(3) NOTES PAYABLE:

Notes payable at December 31, 2001 consist of the following:

- The company has a line of credit with a bank which provides for borrowings up to a maximum amount. The outstanding loan against the line aggregated \$ 200,000 at year end.	-----	\$ 200,000
- Notes payable to Expanets Financial Services, payable in monthly installments of \$ 8,296.90 (principle and interest) through May, 2004	-----	188,079
- Notes payable to American Express Business Finance, payable in monthly installments of \$ 1,859.55 (principle and interest) through August, 2004	-----	45,635
- Notes payable to Chrysler, Inc., payable in monthly installments of \$ 522.60 (principle and interest) through June, 2005	-----	13,446
- Notes payable to GMAC, payable in monthly installments of \$ 399.71 (principle and interest)	-----	<u>7,195</u>
Total		454,355
Less Current Portion		<u>(293,134)</u>
Long-Term Portion		<u>\$ 161,221</u>

Future maturities of notes payable for years ending December 31 are as follows:

<u>Year Ending</u>	<u>Amount</u>
2002	293,134
2003	104,977
2004	<u>56,244</u>
	<u>\$ 454,355</u>

**Exhibit G**

**SMALL AND MINORITY-OWNED TELECOMMUNICATIONS  
BUSINESS PARTICIPATION PLAN**

**MIDWESTERN TELECOMMUNICATIONS, INC., INC.**

**SMALL AND MINORITY-OWNED TELECOMMUNICATIONS  
BUSINESS PARTICIPATION PLAN**

Pursuant to T.C.A. §65-5-212, as amended, MIDWESTERN TELECOMMUNICATIONS, INC., Inc. ("MTI") submits this small and minority-owned Telecommunications business participation plan (the "Plan") along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee.

## **I. PURPOSE**

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. MTI is committed to the goals of §65-5-212 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. MTI will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, MTI will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to MTI of such opportunities. MTI'S representatives have already contacted the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors. Moreover, MTI will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

## **II. DEFINITIONS**

As defined in §65-5-212.

*Minority-Owned Business.* Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

*Small Business.* Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

### **III. ADMINISTRATION**

MTI's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting MTI's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Jerry Holt  
MIDWESTERN TELECOMMUNICATIONS, INC., Inc.  
4749 Lincoln Mall Drive  
Matteson, IL 60443  
Telephone: 708-679-5050  
Facsimile: 708-679-5062

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory



Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212.

(5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.

(6) Providing records and reports and cooperate in any authorized surveys as required by the Tennessee Regulatory Authority.

(7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.

(8) Providing information and educational activities to persons within MTI and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce  
The Tennessee Department of Economic and Community Development  
The United States Department of Commerce  
Small Business Administration  
Office of Minority Business  
The National Minority Supplier Development Counsel  
The National Association of Women Business Owners  
The National Association of Minority Contractors  
Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above.

Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

#### IV. RECORDS AND COMPLIANCE REPORTS

MTI will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, MTI will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

MTI will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, MTI will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

MIDWESTERN TELECOMMUNICATIONS, INC., Inc.

By: \_\_\_\_\_

Jerry Holt  
Co-CEO

Dated: October 25, 2002

**Exhibit H**

**Toll Dialing Parity Plan**

# INTRALATA TOLL DIALING PARITY PLAN

## INTRODUCTION

In accordance with certain Federal Communications Commission ("FCC") Orders, Midwestern Telecommunications, Inc. ("M.T.I.") submits its implementation plan for intraLATA presubscription (the "Plan"). DNC will comply with all rules and regulations of the FCC and Tennessee Regulatory Authority in its provision of intraLATA presubscription to Tennessee consumers.

MTI will give end user customers the opportunity to designate a carrier for their intraLATA toll call traffic in those market areas where MTI is a facilities-based local exchange service provider. IntraLATA toll calls will automatically be directed to the designated carrier without the customer having to dial an access code.

Initially, MTI intends to operate in Nashville, Tennessee. MTI hopes to expand into and operate in all exchanges in all LATA's where local and toll competition is authorized.

## POLICIES

MTI will deploy tow-PIC (Primary Interexchange Carrier) technology in its switches. This technology will enable the customer to presubscribe to the same or a different carrier for their intraLATA and/or interLATA service.

MTI will offer customers the ability to access all participating carriers by dialing the appropriate access code (101XXXX).

MTI will provide its customers with nondiscriminatory access to telephone numbers, operator services, and directory assistance and directory listings.

All eligible MTI end user telephone line numbers will be presubscribed and must have a PIC (including "No PIC") associated with them.

## CARRIER INFORMATION

Interexchange carriers will have the option of offering intraLATA service only or intraLATA and interLATA service.

Interexchange carriers will have the option to return a complete Non-Disclosure Agreement and Participation Agreement(s).

MTI will not participate in billing disputes for intraLATA service between alternative competing interexchange carriers and their customers.

MTI representatives will not initiate or accept three-way calls from alternative interexchange carriers to discuss presubscription.

Carriers wishing to participate will be requested to submit Access Service Requests/Translation Questionnaires to the Access Tandem owner and to DNC.

### CALL ELIGIBILITY/TOLL DIALING PLAN

A local service customer of MTI will have calls routed according to the following plan:

<u>If a MTI Customer Dials:</u>	<u>The Call is Handled By/Routed To:</u>
911	PSAP on originating line number
411/555-1212	DNC Directory Assistance Operator
0-	DNC Operator
0 + interexchange number	IntraLATA Toll Provider
1 + 7 or 10 digits	IntraLATA Toll Provider
0 + 7 or 10 digits interexchange number	InterLATA Toll Provider
101XXXX + 0-	XXXX Carrier
101XXXX + 0+ 7 or 10 digits	XXXX Carrier
101XXXX + 7 or 10 digits	XXXX Carrier

If a MTI customer originates a call to a carrier Operator by dialing 00-, the call will be routed to the PIC on that customer's line. If the customer originates a call to a carrier operator by dialing an access code (e.g., 101XXXX + 0-), the call will be routed to the XXXX carrier. In both cases, the carrier's switch is responsible for routing this call to the carrier's Operator or to an announcement.

### NETWORK INFORMATION

All originating intraLATA traffic will initially be routed via the incumbent Local Exchange Carrier (LEC) Access Tandem(s). Following conversion, direct trunks between the MTI switch and the inter exchange carrier location(s) may be provisioned where traffic volumes warrant.

Interexchange carriers must have Feature Group D trunks in place (or ordered) between their point of presence and the incumbent LEC Access Tandem(s).

MTI will route all originating intraLATA traffic to the designated carrier and will only block traffic at the request of the end user customer and/or in compliance with regulatory requirements. Calls that cannot be complete to a carrier will be routed to an announcement.

## CUSTOMER CONTACT INFORMATION

MTI customer contact representatives will process customer initiated PIC selections to MTI or to an alternative intraLATA carrier. Carriers will have the option of allowing the MTI representative to process PIC requests on their behalf.

MTI customer contact representatives will not comment on a customer's choice of its intraLATA PIC when the customer contacts MTI to change the PIC. MTI customer contact representatives will respond to customer inquiries about intraLATA carriers in a competitively neutral fashion. If a customer requests information relating to carriers other than MTI, a list of participating carrier will be read to that customer in random order by MTI representatives.

If the intraLATA toll carrier selected by the customer permits MTI to process orders on its behalf, MTI will accept the PIC change request. If the customer selects an intraLATA toll carrier that does not allow MTI to process PIC changes on its behalf, MTI will provide the customer with that carrier's toll-free number (if provided by the carrier).

## PRESUBSCRIPTION INFORMATION

A \$15 PIC change charge will be incurred and billed to a MTI customer for each eligible line where a PIC change is made. MTI will offer its customers a 90-day grace period following Plan implementation during which the customers may change intraLATA carrier's without a PIC change charge. Customer can make multiple PIC changes during these 90 days at not charge. After the 90-day period, MTI will assess the \$15 PIC change charge. MTI offers interexchange carriers the option of having the PIC charge billed to the carrier or to the customer.

New line customers, including customers adding lines, will have the opportunity to select a participating carrier, or they will be assigned a NO PIC designation. If a customer cannot decide upon an intraLATA carrier at the time of order, MTI may extend a 30-day period following placement of the customer's service order for the customer to select an intraLATA carrier with out charge. Such a customer will be assigned a NO PIC designation in the interim. After this 30-day period, MTI will assess the \$15 change charge as described above, if the customer chooses a presubscribed intraLATA carrier. Customers assigned a NO PIC designation, as set forth in this paragraph will be required to dial an access code to reach an intraLATA carrier's network.

If a MTI customer denies requesting a change in intraLATA toll providers as submitted by an intraLATA carrier, and the intraLATA carrier is unable to produce a Letter of Agency signed by the customer, the intraLATA carrier will be assessed a \$30 charge for the authority PIC change an the PIC will be changed as per the customer's request, in addition to any other penalties authorized by law.

Alternative interexchange carriers may submit PIC changes to MTI via a fax/paper interface.

MTI will process intraLATA PIC selections in the same manner and under the same intervals of time as interLATA PIC changes.

Carriers will be required to submit PIC changes using the Customer Account Record Exchange (CARE) format via paper medium. MTI will provide carriers with PIC order confirmation and reject information using the CARE format. Specific details regarding CARE will be provided to participating carriers.

For customers who change their local service provider from the incumbent LEC to MTI and retain their incumbent LEC telephone number(s), MTI, as part of the CARE PIC process, will provide the selected intraLATA carrier with both the retained (incumbent LEC) telephone number and the MTI telephone number.

**Exhibit I**

Notice of Application



NOTICE OF APPLICATION

**TO:** Incumbent Local Exchange Carriers operating in the State of Tennessee  
**FROM:** Jerry Holt, Directory of Regulatory Affairs  
**DATE:** October 24, 2002  
**RE:** Application of Midwestern Telecommunications, Inc. for a Certificate of Convenience and Necessity to Provide Facilities-Based and Resold Local Exchange and Interexchange Telecommunications Services throughout the State of Tennessee

---

This is to notify you that the above-referenced application was filed with the Tennessee Regulatory Authority on October 28, 2002. A copy of the application may be obtained from the Tennessee Regulatory Authority.

**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS  
CERTIFICATED IN TENNESSEE  
(FACILITIES-BASED)**

- 1) **ARDMORE TELEPHONE COMPANY, INC.**  
P.O. Box 549  
517 Ardmore Avenue  
Ardmore, TN 38449  
(205) 423-2131  
(205) 423-2208 (Fax)
- 2) **BELL SOUTH**  
333 Commerce Street  
Nashville, TN 37201-3300  
(615) 214-3800  
(615) 214-8820 (Fax)
- 3) **CENTURY TELEPHONE OF ADAMSVILLE**  
P.O. Box 405  
116 N. Oak Street  
Adamsville, TN 38310  
(901) 632-3311  
(901) 632-0232 (Fax)
- 4) **CENTURY TELEPHONE OF CLAIBORNE**  
P.O. Box 100  
507 Main Street  
New Tazewell, TN 37825  
(423) 626-4242  
(423) 626-5224 (Fax)
- 5) **CENTURY TELEPHONE OF OOLTEWAH-COLLEGEDALE, INC.**  
P.O. Box 782  
5616 Main Street  
Ooltewah, TN 37363  
(423) 238-4102  
(423) 238-5699 (Fax)
- 6) **CITIZENS COMMUNICATIONS COMPANY OF TENNESSEE**  
P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701

- 7) **CITIZENS COMMUNICATIONS COMPANY OF THE VOLUNTEER STATE**  
P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701
- 8) **LORETTO TELEPHONE COMPANY, INC.**  
P.O. Box 130  
Loretto, TN 38469  
(931) 853-4351  
(931) 853-4329 (Fax)
- 9) **MILLINGTON TELEPHONE COMPANY, INC.**  
P.O. Box 429  
4880 Navy Road  
Millington, TN 38083-0429  
(901) 872-3311  
(901) 873-0022 (Fax)
- 10) **SPRINT-UNITED**  
112 Sixth Street  
Bristol, TN 37620  
(423) 968-8161  
(423) 968-3148 (Fax)
- 11) **TDS TELECOM-CONCORD TELEPHONE EXCHANGE, INC.**  
P.O. Box 22610  
701 Concord Road  
Knoxville, TN 37933-0610  
(423) 966-5828  
(423) 966-9000 (Fax)
- 12) **TDS TELECOM-HUMPHREYS COUNTY TELEPHONE COMPANY**  
P.O. Box 552  
203 Long Street  
New Johnsonville, TN 37134-0552  
(931) 535-2200  
(931) 535-3309 (Fax)
- 13) **TDS TELECOM-TELLICO TELEPHONE COMPANY, INC.**  
P.O. Box 9  
102 Spence Street  
Tellico Plains, TN 37385-0009  
(423) 671-4600  
(423) 253-7080 (Fax)

- 14) **TDS TELECOM-TENNESSEE TELEPHONE COMPANY**  
P.O. Box 18139  
Knoxville, TN 37928-2139  
(423) 922-3535  
(423) 922-9515 (Fax)
- 15) **TEC-CROCKETT TELEPHONE COMPANY, INC.**  
P.O. Box 7  
Friendship, TN 38034  
(901) 677-8181
- 16) **TEC-PEOPLE'S TELEPHONE COMPANY, INC.**  
P.O. Box 310  
Erin, TN 37061  
(931) 289-4221  
(931) 289-4220 (Fax)
- 17) **TEC-WEST TENNESSEE TELEPHONE COMPANY, INC.**  
P.O. Box 10  
244 E. Main Street  
Bradford, TN 38316  
(901) 742-2211  
(901) 742-2212 (Fax)
- 18) **UNITED TELEPHONE COMPANY**  
P.O. Box 38  
120 Taylor Street  
Chapel Hill, TN 37034  
(931) 364-2289  
(931) 364-7202 (Fax)

**Exhibit J**

**Numbering Issues**

## Numbering Issues

Not Applicable

MTI does not plan to request any NXX in the State of Tennessee.

Exhibit K

Tennessee Specific Operational Issues

### **Tennessee Specific Operational Issues**

1. **How does the company intend to comply with TCA 65-21-114? In its description, please explain technically how the company will not bill for countywide calls within Tennessee.**

**Yes. Per our Interconnection Agreement with Bell South, these charges will not be passed along to MTI and therefore will not be billed to the customer.**

2. **Is the company aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter your telephone number in the database?**

**Yes.**

3. **Is your company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in your proposed service areas?**

**Yes.**

4. **Explain the procedure that will be implemented to assure that your customers will not be billed long distance charges for calls with the metro calling areas.**

**Per our Interconnection Agreement with Bell South, these charges will not be passed along to MTI and therefore will not be billed to the customer.**

5. **Please provide the name and telephone number of an employee of your company that will be responsible to work with the TRA on resolving customer complaints.**

**Tisha Palmer  
(708) 679-5058**

**Bernadette Reed  
(708) 679-5059**

6. **Does the company intend to telemarket its services in Tennessee? If Yes, is the company aware of the telemarketing statutes and regulations found in TCA 65-4-401 et. Seq. And Chapter 1220-4-11?**

**MTI does not plan to telemarket services in Tennessee.**



**Exhibit L**

**SWORN PRE-FILED TESTIMONY**

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

**APPLICATION OF MTI  
FOR A CERTIFICATE TO PROVIDE  
COMPETING LOCAL TELEPHONE  
SERVICES**

**PRE-FILED TESTIMONY OF JERRY HOLT**

I, Jerry Holt, do hereby testify as follows in support of the application of Midwestern Telecommunications, Inc.(MTI) for a Certificate of convenience and necessity as a competing telecommunications services provider to provide telecommunication services throughout the State of Tennessee.

Q: Please state your full name, business address, and position.

A: Jerry Elgin Holt, 4749 Lincoln Mall Dr #600, Matteson, IL 60443. I am CEO of Midwestern Telecommunications, Inc.

Q: Please briefly describe your duties.

A: I oversee technical processes within the company as well as the certification process in various states. Furthermore, I am the key contact for interaction between MTI and various Incumbent Carriers.

Q: Please describe your business experience and educational background.

A: My professional background includes experience in telecommunication and network implementation processes as well as training groups in the use of these instruments. I hold a BS in Political Science from the University of CA at Berkeley.

Q: Are all statements in this application true and correct to the best of your knowledge, information and belief?

A: Yes.

Q: Please describe the current corporate structure of MTI.

A: I am the Co-CEO along with Ikechuku Vincent Chinwah. I also serve as the Secretary while Mr. Chinwah holds the position of President.

Q: Does MTI possess the requisite managerial, financial, and technical abilities to provide the services for which it has applied for authority?

A: Yes.

Q: Please describe MTI's financial qualifications.

A: MTI currently provides service in 6 states and generates over \$7,000,000 in annual revenue.

Q: Please describe MTI's managerial and technical qualifications.

A: Since 1997, MTI has provided service to over 70,000 end users. During this time, we have never has a substantiated slamming allegation nor have we been called before any Public Utility Commission to defend any action we have taken. The generation and maintenance of such a large number of customers with no interaction between MTI and any regulatory body demonstrates that the managerial and technical qualifications are present.

Q: What services will MTI offer?

A: When it initiates service in Tennessee, MTI proposes initially to provide resold local exchange telecommunications services, and thereafter to provide facilities-based local exchange services through the use of its own facilities and unbundled network elements. Initially, the services MTI intends to offer are likely to be those local exchange telecommunications services offered by incumbent local exchange carriers in the proposed service area.

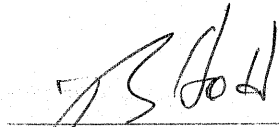
Q: Will MTI offer service to all consumers within its service area?

A: MTI plans, initially, to offer service only to customers in the Bell South and Sprint service areas.

Q: Does MTI plan to offer local exchange telecommunications services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines?

- A: No.
- Q: Will the granting of a certificate of convenience and necessity to MTI serve the public interest?
- A: Yes.
- Q: Does MTI intend to comply with all TRA rules, statues, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service?
- A: Yes.
- Q: Has any state ever denied MTI or one of its affiliates authorization to provide intrastate service?
- A: No.
- Q: Has any state ever revoked the certification of MTI or one of its affiliates?
- A: No.
- Q: Has MTI or one of its affiliates ever been investigated or sanctioned by any regulatory authority for service or billing irregularities?
- A: No.
- Q: Who is knowledgeable about MTI's operations and will serve as MTI's regulatory and customer service contact?
- A: I am.
- Q: Please explain in detail MTI's proposed procedures for responding to information requests from the TRA and its staff.
- A: All requests for information should be directed through me using the contact information included in this application. I will collect the response and return it to whomever requested it in a timely manner.
- Q: Does this conclude your testimony?
- A: Yes.

I swear that the foregoing testimony is true and correct to the best of my knowledge.



Jerry Holt  
CEO

Midwestern Telecommunications, Inc.

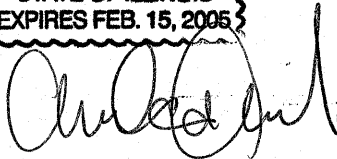
Subscribed and sworn to me this \_\_\_ day of October, 2002.

Notary Public

State of Illinois

County of Cook

My commission expires 2-15-2005



REGULATIONS, RATES, AND CHARGES  
APPLYING TO THE PROVISION OF ACCESS SERVICE  
FOR CONNECTION TO INTRASTATE COMMUNICATIONS FACILITIES  
FOR INTRASTATE CUSTOMERS WITHIN THE  
OPERATING TERRITORY OF  
MIDWESTERN TELECOMMUNICATIONS, INC.  
IN THE STATE OF  
TENNESSEE  
AS PROVIDED HEREIN.

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Midwestern Telecommunications, Inc.

TENNESSEE TARIFF NO. 1

PREFACE

Original Page 3

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of resold and facilities-based local exchange and interexchange services by Midwestern Telecommunications, Inc., (the "Company") in the calling areas defined herein.

The provision of local exchange and interexchange services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

ISSUED: October 4, 2002

Jerry E. Holt, CEO  
4749 Lincoln Mall Drive Suite 600  
Matteson, IL 60443

EFFECTIVE: October 28, 2002



EXPLANATION OF SYMBOLS

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- S To signify reissued matter.
- T To signify a change in text but no change in rate or regulation.
- Z To signify a correction of error or omission.

DEFINITIONS AND ABBREVIATIONS

Certain terms and abbreviations used generally throughout this tariff are defined below.

Advance Payment: Part or all of a payment required before the start of service.

Alternative Telephone Service: Except where technically impracticable, a wireless telephone capable of making local calls, and may also include, but is not limited to, call forwarding, voice mail, or paging services.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Carrier or Telecommunications Carrier: A telecommunications carrier that that is providing local exchange telecommunications service.

Centrex Services: A switching system exchange service provided on central office lines. Exchange access is provided for calls to and from the network as well as intercom calling between Centrex lines in the same system.

Commission: Tennessee Public Service Commission.

Company or the Company: Midwestern Telecommunications, Inc., the issuer of this tariff.

Conversion: When a Customer who is presently with another Carrier selects the Company as its new Carrier, without experiencing an interruption of services.

Customer or Subscriber or End User: The person, limited liability Company, building owner, firm, partnership, corporation, municipality, cooperative, organization, governmental agency or other entity receiving telecommunications services. This entity is responsible for payment of charges and compliance with the Company's regulations.

Emergency: A situation that appears to present immediate danger to person or property.

DEFINITIONS AND ABBREVIATIONS (cont.)

Emergency Situation: A single event that causes an interruption of service or installations affecting end users of a local exchange carrier. The emergency situation shall begin with the first end user whose service is interrupted by the single event and shall end with the restoration of the service of all affected end users. The term "single event" shall include:

A declaration made by the applicable state or federal governmental agency that the area served by the local exchange carrier is either a state or federal disaster area; or

An act of third parties, including acts of terrorism, vandalism, riot, civil unrest, war, or acts of parties that are not agents, employees or contractors of the local exchange carrier; or

Any severe storm, tornado, earthquake, flood or fire that prevents the local exchange carrier from restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

The term "emergency situation" shall not include:

A single event caused by high temperature conditions alone; or

A single event caused by acts or omissions of the local exchange carrier, its agents, employees or contractors; or

Any service interruption that occurs during a single event listed in above, but are not caused by those single events; or

A single event that the local exchange carrier could have reasonably foreseen and taken precaution to prevent; provided, however, that in no event shall a local exchange carrier be required to undertake precautions which are technically infeasible or economically prohibitive.

DEFINITIONS AND ABBREVIATIONS (cont.)

End User or Customer or Subscriber: The person, limited liability company, building owner, firm, partnership, corporation, municipality, cooperative, organization, governmental agency or other entity receiving telecommunications services. This entity is responsible for payment of charges and compliance with the Company's regulations.

Exchange Access Service: The furnishing of equipment and facilities including Centrex lines, exchange access lines or trunks, for telephone communication within local service areas in accordance with the provisions of this tariff.

Error: a discrepancy or unintentional deviation by the Company from what is correct and true. An "error" can also be an omission of records.

Final Account: A customer's outstanding charges still owed to the Company after termination of service.

ICB: Individual Case Basis.

Initial Service Period: The minimum length of time for which a customer is obligated to pay for service, facilities, or equipment, whether or not retained by the customer for such minimum period of time. Unless otherwise specified, the minimum period of ninety (90) days following service installation.

IntraLATA or IntraMSA: Telecommunications Services originating and terminating within the same LATA or MSA.

InterLATA or InterMSA: Telecommunications Services originating in one LATA or MSA and terminating in another LATA or MSA.

LATA: A Local Access and Transport Area established pursuant to the Modifications of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Associations, Inc. Tariff FCC No. 4.

LDL: Long Distance Telecommunications Service.

Local Exchange Carrier or ("LEC"): Denotes any certificated individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

DEFINITIONS AND ABBREVIATIONS (cont.)

Local Service: Service which provides for exchange telephone communications within the local service area at rates and under regulations as provided in this tariff.

Local Service Area: The area consisting of one or more central office districts within which a subscriber for exchange service may make telephone calls without a long distance communications charge.

Market Service Area or ("MSA"): A geographical area consisting of one or more exchanges, as defined by the Tennessee Public Service Commission, for the administration of tariffs, services, and other regulatory obligations.

Move: The disconnection of existing service at one location and reconnection of the same service at a new location either in the same building or in a different building.

Non-Recurring Charge or ("NRC"): A one-time charge either in lieu of, or in addition to, recurring monthly charges for service or facilities.

Off-Peak: The hours between 7:00pm and 7:00am.

Peak: The hours between 7:00am and 7:00pm.

Private Line Service: Communications services, and or facilities, provided for the customer's use, which do not utilize the public switched message network, and which are provided between customers designated locations.

Recurring Charges: The monthly charges to the Customer for services, facilities, and equipment, which continue for the agreed upon duration of the service.

DEFINITIONS AND ABBREVIATIONS (cont.)

Service Commencement Date: The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Commitment Period: The term elected by the Customer and stated on the Service Order during which the Company will provide the services subscribed to by the Customer.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Subscriber or End User or Customer: The person, limited liability company, building owner, firm, partnership, corporation, municipality, cooperative, organization, governmental agency or other entity receiving telecommunications services. This entity is responsible for payment of charges and compliance with the Company's regulations.

Tariff: Any and all of the body of rates, terms, conditions, and charges for the Company's facilities and/or services as filed with, and approved by, the Tennessee Public Service Commission.

Telecommunications Carrier or Carrier: A telecommunications carrier that is providing local exchange telecommunications service.

Termination of Service: Discontinuance of both incoming and outgoing service provided by the Company, which may occur as a result of non-payment or conversion to another carrier.

Toll Call: Any call extending beyond the local service area of the originating caller, which is rated on a toll schedule by the Company.

GENERAL RULES AND REGULATIONS

2.1 Undertaking of the Company

- A. The Company undertakes to furnish communications services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis or via UNE-P offerings
- B. The Company may act as the customer's agent for ordering and billing of Local Access Connection facilities provided by other carriers or entities, to allow connection of a customer's location(s) to the Company Network. The customer shall be responsible for all charges due to such service arrangement.
- C. The Company services and facilities are provided on a monthly basis, unless ordered on a longer term basis, and are available twenty-four hours a day, seven days a week.
- D. The Company will provide a toll-free number giving customers access to service personnel six (6) days a week.
- E. The Company will comply with any applicable quality of service requirements according to Tennessee Administrative Regulations, Title 807.

2.2 Terms and Conditions

- A. Customer may be required to enter into written service orders, which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will be required to execute any other documents as may be reasonably requested by the Company.
- B. Service is provided for a minimum period of at least one month, twenty-four (24) hours a day. A month is considered to have thirty (30) days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariff, month to month rates, unless terminated by the customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations, which, by their nature, shall survive such termination.
- C. This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard for the State's choice of law provisions.

GENERAL RULES AND REGULATIONS (cont.)

2.2 Terms and Conditions (cont.)

- D. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approval, authorizations, licenses, consents and permits. Doing so are grounds for the Company to discontinue furnishing service.
- F. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
- G. In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

2.3 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible.

2.4 Provision of Services

- A. The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The service installation shall be completed within five (5) business days after a service order is placed.



GENERAL RULES AND REGULATIONS (cont.)

2.4 Provision of Services (cont.)

- B. The Company shall use reasonable efforts to maintain services that it furnished to the Customer. The Customer may not rearrange, disconnect, remove, and attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, and attempt to repair or otherwise interfere with any of the services provided by the Company except upon the written consent of the Company.
- C. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of facilities the Company may obtain from other carriers to furnish service as required at the sole discretion of the Company.
- D. The Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.
- E. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such services. Beyond this responsibility, the Company shall not be responsible for:
  - (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
  - (ii) the reception of signals by Customer provided equipment; or
  - (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment
- F. At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other cost incurred by or charged to the Company will apply. If installation is started during regular business hours, but at the customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and or night hours, additional charges may apply.

GENERAL RULES AND REGULATIONS (cont.)

2.5 Limitations

A. All facilities provided under this tariff are directly controlled by the Company and the customer may not assign or transfer the use of service or facilities, except with the express written consent of the Company. Such assignment or transfer shall only apply where there is no interruption of the use or location of the service or facilities. Such assignment or transfer may be made to:

- (i) Another individual, partnership, association or corporation, etc. provided the assignee or transferee assumes all outstanding indebtedness for such service or facilities and any unexpired portion of a minimum service period.
- (ii) A court appointed receiver, trustee, or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation, or other similar proceedings, provided the assignee or transferee assumes any unexpired portion of a minimum service period.

Prior written permission of the Company is required in all cases of assignment or transfer. All regulations and conditions contained in this tariff shall apply to such permitted assignees or transferees, and all conditions of service including, but not limited to, minimum service periods and other liabilities shall apply as if there were no interruption of such service period(s).

B. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either the Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such service.

GENERAL RULES AND REGULATIONS (cont.)2.6 Liabilities of the Company

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to the mistakes, omissions, interruptions, delays or errors, other defects, or representations by the Company, or use of these services or damages arising out of failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents. The limitation of liability contained herein will be in compliance with the Commission's Minimum Telephone Service Standards and the Service Requirements Form.
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service offered under this tariff and subject to the provisions of Section 2.8-B, the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the customer, or any third party acting as its agent, to the Company's exchange access lines. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, or the quality of service to other Customers, the Company may upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

GENERAL RULES AND REGULATIONS (cont.)2.6 Liabilities of the Company (cont.)

- D. Approval of limitation of liability language by the PSC does not constitute a determination by the Commission that the limitation of liability, imposed by the Company should be upheld in a court of law. Approval by the commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.
- E. With respect to Emergency Number 911 Service, this service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- F. With respect to Directory Listings:
- (i) In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
  - (ii) An allowance for errors or mistakes in or omissions of any published directory listing or for errors or mistake in or omission of listings obtainable from the directory operator shall be given as follows:
    - (a) Free Listing: For free or non-charged published directory listings, credit shall be given at a rate of three times the monthly tariff rate for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.
    - (b) Charge Listing: For each additional or charge published directory listing, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.

GENERAL RULES AND REGULATIONS (cont.)2.6 Liabilities of the Company (cont.)

- (c) Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the corrected information shall be placed in the files of the directory assistance and intercept operators within two business days of discovery.
  - (d) Definitions: As used in paragraphs (i) and (ii), the terms "error", "mistake" and "omission" shall refer to a discrepancy in the listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or community different from the one provided to the Company.
  - (e) Notice: Such allowances or credit as specified in paragraphs (i) and (ii) above shall be given notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it was administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.
- G. The Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the transmission occurring in the course of furnishing device or facilities, and not caused by negligence of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, omissions, interruptions, delays, errors or defects in transmission occur.

The Company's liability and the Customer's sole and exclusive remedy arising out of delays in installation, commencement or restoration of service or out mistakes, accidents, omissions, interruptions, delays, or errors or defects in transmission in the provision of service shall be limited to the right to cancel service without liability to either party. Without limiting the foregoing, the Company shall have no obligation to provide alternative routing.

GENERAL RULES AND REGULATIONS (cont.)2.6 Liabilities of the Company (cont.)

IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON, FIRM OR ENTITY IN ANY RESPECT, INCLUDING WITHOUT LIMITATIONS, FOR ANY DAMAGES, EITHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES OR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF MISTAKES ACCIDENTS ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, INCLUDING THOSE WHICH MAY BE CAUSED BY REGULATORY OR JUDICIAL AUTHORITIES ARISING OUT OF OR RELATING TO THIS TARIFF OR THE OBLIGATIONS OF THE COMPANY PURSUANT TO THE TARIFF. THE COMPANY MAKES NO WARRANTY WHETHER EXPRESS, IMPLIED, OR STATUTORY AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF THE SERVICE OR THE LOCAL ACCESS, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY THE COMPANY ARE HEREBY EXCLUDED AND DISCLAIMED.

- H. With respect to the routing of calls by the Company to public safety answering points or municipal Emergency Service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the call, or (b) the sum of \$1,000.00.
- I. The Company shall not be liable for damage arising out the fault of any facilities or equipment furnished by other carriers, or caused by negligence of other than the Company, including negligence on the part of the customer.
- J. The Company is not liable for any defacement of or damage to, the premises of a customer resulting from the furnishing of services of the attachment of instruments apparatus, and associated wiring furnished by the Company on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company without written authorization.
- K. The Company is not liable for any act or omission of any other company or companies furnishing a portion of the end-to-end service or facilities, whether such other company is directly or indirectly under the control of the Company.

GENERAL RULES AND REGULATIONS (cont.)2.6 Liabilities of the Company (cont.)

L. The Company shall be indemnified and held harmless by the customer against:

- (i) Claims for libel, slander, invasion of privacy or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
- (ii) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
- (iii) Claims for loss of profit; or
- (iv) All other claims arising out of any act or omission of others in the course of using any service or facility provided pursuant to this tariff.

M. The Company does not guarantee or make any warranty with respect to any equipment used in locations containing an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The customer indemnifies and hold the Company harmless from any and all loss claims, demands suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location or use of such equipment so used.

The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location, or use is not the direct result of the Company's negligence.

GENERAL RULES AND REGULATIONS (cont.)

2.6 Liabilities of the Company (cont.)

- N. The customer is responsible for taking all necessary legal steps interconnecting his customer-provided terminal equipment or communications systems with the Company facilities or services. The customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection. The customer shall ensure that his equipment and/or system is properly interfaced with the Company facilities or services, that the signal emitted into the company network are of the proper mode, bandwidth, power, signal level for the intended use of the customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to the customers.

If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices. If the customer fails to maintain or operate his equipment and/or system properly, with resulting imminent harm to the Company equipment, personnel, or the quality of service to other customers, the Company may, upon written notice require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the customer's service.

- O. Customer's can reach the Company's Customer Service department by 877-684-4349, toll free. The Company will resolve any disputes properly brought to its attention in an expeditious manner. Unresolved disputes may be directed to the attention of the Consumer Services Division, Tennessee Regulatory Authority:

460 James Robertson Parkway  
Nashville, Tennessee 37243-0505  
(615) 741-8953 - Fax



GENERAL RULES AND REGULATIONS (cont.)2.7 Directory Listings

- A. The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listing is set forth in Section 2.6 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B. Upon termination of service, the listed directory number of Customer will be retained by the Company until such time as Customer's outstanding obligations to the Company have been paid, including any estimated final charges.
- C. When a customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.8 Interruption of Service

An interruption is deemed to have occurred when the phone lines of the underlying provider are inoperative. If a customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

A. Temporary Suspension for Maintenance

The Company's underlying provider shall have the right to make necessary repairs or changes in its services at any time and will have the right to suspend or interrupt service temporarily for the purpose of making necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company may give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the customer the least inconvenience. When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customers' service.

GENERAL RULES AND REGULATIONS (cont.)2.8 Interruption of Service (cont.)B. Credit Allowance for Interruptions

- (i) Interruptions of twenty-four hours or more which are reported to or detected by the Company, and which are not due to negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than twenty-four hours. Credit allowances for service outages that exceed twenty-four hours in duration will be rounded up to the next whole 24 hours.
- (ii) For calculating credit allowances, every month is considered to have thirty days. If the service disruption is for 48 hours or less a credit is applied on a pro rata basis, against the monthly recurring charges. A credit of at least one-third of a month will be made for interruptions of more than 48 hours but less than 72 hours, and a credit of at least two-thirds of a month will be made for interruptions more than 72 hours but less than 96 hours, with a full month credit of interruptions in excess of 96 hours only those facilities on the interrupted portion of the circuit will receive a credit.

C. Limitations on Credit Allowances

No credit allowances will be made for:

- (i) Interruptions due to the negligence of, or non-compliance with the provisions of this tariff by the customer
- (ii) Interruptions that are restored on or before the day after the interruption is reported or discovered by the Company

- D. The Company will restore basic local exchange service for a customer within 24 hours of receiving notice that a customer is out of service. This provision will not apply when the service interruption is caused by the negligence or willful act of the customer, customer provided facilities, or electric power failure.

2.8 Interruption of Service (cont.)

GENERAL RULES AND REGULATIONS (cont.)

- E. The Company will inform a customer when a repair or installation appointment requires the customer to be present. Furthermore, the Company will keep all repair and installation appointments for basic local exchange service when a customer premises visit requires a customer to be present.

2.9 Obligations of the Customer

- A. The customer is obligated to place orders for origination, termination, and/or changes to the Company service or facilities; pay all charges for services or facilities rendered by the Company; and to comply with all the Company's regulations governing the provision of service or facilities. The customer is also responsible for assuring that its authorized users comply with regulations of the Company, as specified in this Tariff.
- B. When placing an order for service or facilities, the customer must provide:
- (i) Name(s) and address(s), of the person(s) liable for the payment of service charges. In the case of a corporation or partnership, a designated individual shall be named responsible for such bill responsibility.
  - (ii) Name(s) address(s) and telephone number of person(s) to whom notices shall be addressed by the Company
  - (iii) Location(s) at which facilities and services are to be provided.
  - (iv) A safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services.
- C. The customer shall reimburse the Company for the replacement or repairs of the Company's equipment when the damage results from:
- (i) Negligence or willful act of the customer's employees, agents, or contractors, or authorized users.
  - (ii) Loss through theft, fire, flood, cable cut, or other catastrophes to the Company-provided equipment or facilities located on the customer's premises.

2.9 Obligations of the Customer (cont.)

GENERAL RULES AND REGULATIONS (cont.)

After receipt of payment for the damages, the Company will cooperate with the customer in prosecuting a claim against any third party whom the customer identified as causing, or responsible for, the damage or loss.

- D. With respect to any service provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney fees for:
- (i) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
  - (ii) Any claim, loss damage, expense or liability for infringement of and copyright, patent, trade secret or any proprietary or intellectual property right of any third party, arising from any act or company's services in a manner not contemplated by the agreement between the Customer and the Company.
- E. When facilities, equipment and/or communications systems provided by others are connected to the Company's services or facilities, the customer assumes additional liabilities as specified by the provider of such facilities, equipment and services. Such liability may include payment of charges, minimum service periods, and termination liabilities. When third parties provide service, equipment or facilities, the Company may, upon written customer request, act as the customer's agent, but all payments and charges shall continue as the direct responsibility of the customer.
- F. Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service and the channels, facilities or equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer use of non-compatible equipment.
- G. The customer is responsible for providing and maintaining any terminal equipment on the Customer's premises. The electric power consumed such equipment shall be provided by and maintained at the expense of the customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations.

2.10 Charges and Payments for Services or Facilities

GENERAL RULES AND REGULATIONS (cont.)

2.10.1 General

- A. Charges for service and facilities may be applied on a recurring and/or non-recurring basis.
- B. The minimum service period will be not less than three months (90days), unless otherwise specified in this Tariff.
- C. Unless otherwise specified herein with respect to any service, service will continue to be provided until canceled by the customer, in writing, on not less than thirty days notice.

2.10.2 Description of Charges

- A. Recurring Monthly Charges - For billing purposes, each month is considered to have thirty days. If the billing starts date and end date do not coincide with billing periods or months, the bill charges will be reflect the fractional part of the month involved.
- B. Non-Recurring Charges - Applies to a work activity done on a one-time-only basis, such as the installation of facilities: and is applied to each activity performed.
- C. Fractional Charges - Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished, or has been discontinued. The numbers of days remaining in the billing period are counted starting with the day the service was furnished or discontinued. Divide that figure by thirty days. The resultant fraction is the multiplied by the monthly charge to arrive at the fractional monthly charge.
- D. Tax Adjustments - All stated charges in this tariff are computed by the Company exclusive of any federal, state or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities. The Customer in addition to the charges stated in this tariff shall pay such taxes, fees, etc. All such taxes, duties, and fees shall each be shown as a separate line item on the Customer's monthly invoice.

2.10.3 Billing Period

GENERAL RULES AND REGULATIONS (cont.)

Billing will start the day of acceptance by the customer of the Company service, facilities, or equipment. Service will end on the last day indicated by customer through notification in accordance with Section 2.12.ii following.

2.10.4 Payment

Payment will be due within twenty-one days after the billing statement is issued by the Company and mailed to the customer. Any payment received later than thirty days after Bill Date will be subject to an interest charge on delinquent amount at the prevailing rate as determined by the Tennessee Public Service Commission.

- A. The customer is responsible for payment of all charges for services or facilities furnished by the Company to the Customer or its Authorized Users. The Company may require a customer to sign an application form and to establish credit worthiness as a condition precedent to the initial establishment of service. The application shall state the date on which service shall begin and the points between which service is to be provided, the type of facilities required, and any special arrangement related thereto. The Company will pay interest on overpayment, which occurs as a result of an error by the Company, at a rate determined by the commission.
- B. Statements will reflect the charges for service or facilities that are in effect during the period the service is furnished. If any charge for a period covered by a bill change after the bill has been rendered, the next bill will be adjusted to reflect the new changes, including appropriate credit or debit amount for such periods.
- C. The term and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the Local Exchange Company's local exchange service tariff shall apply to charges of the Company when the Local Exchange Company serves as the willing agent for the Company or buys the Company's accounts receivable.

2.10.1 Payment (cont.)

GENERAL RULES AND REGULATIONS (cont.)

- D. All bills are presumed accurate, and shall be binding on the customer unless the Company receives objections within a reasonable time after such bills are rendered. No credits, refunds, or adjustments shall be granted if the Company therefore does not receive demand. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company, non-recurring charge is specified, those charges may be passed on to the Customer.

2.11 Payment Arrangements

2.11.1 Establishment of Credit

- (i) Applicants for service must establish and maintain credit. This is accomplished by providing acceptable credit information or making a deposit with the Company.
- (iii) Applicants for service may, if not deemed credit worthy as defined in this tariff, may be required to provide the Company with a deposit or pre-pay for service in accordance with the policy set forth in this tariff.
- (iii) To maintain satisfactory credit, the bill must be paid regularly by the due date indicated on the bill. Failure to maintain good credit may result in loss of service, retention of the customer's deposit beyond the time it is normally returned, or a demand that credit be reestablished. Re-establishment of credit may require payment of, or an increase in, a cash deposit.

2.11.2 Deposits

GENERAL RULES AND REGULATIONS (cont.)

Applicants for service or existing Customers whose financial condition is not acceptable to the Company under the rules of the Tennessee Public Service Commission may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee of the payment of charges. A deposit does not relieve the customer of the prompt payment of bills upon presentation.

- A. If a deposit is required, the amount will be:
  - (i) For an applicant for service - not more than two-twelfths the estimated average monthly bill for that class and type of service.
  - (ii) For an existing customer - not more than two-twelfths the customer's average bill for the past six months. If the customer has had service for less than six months, the amount will be based on the estimated average bill for all customers using the type of service.
- B. The deposit will be provided in U.S. currency or an instrument acceptable to the Company.
- C. The amount of a deposit may be adjusted whenever the Company determines the customer's use of the service has changed or will change significantly.
- E. When a deposit is requested, not more than one-third will be required as an initial payment. The remainder must be paid during the next two billing periods in equal amounts unless the customer chooses to expedite the payments.
- F. Interest to be paid on Deposits

Interest will be paid on in accordance with 807 KAR 5:006. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:

- (i) By credit to the Customer's account once annually;
- (ii) By payment to the Customer upon request, once annually;



GENERAL RULES AND REGULATIONS (cont.)

2.11.2 Deposits (cont.)

- (iii) By adding accrued interest to the amount of the deposit when refunded to the customer;
- (iv) By applying interest to any unpaid bill of the Customer upon termination of service with the Company

All requirements for deposits will be consistent with 807 KAR 5:006.

F. Refund of Deposits.

A deposit will be refunded to a customer after 12 consecutive months of prompt payments of telephone service invoices. The Company may at its option either credit the amount on the Customer's bill or refund the deposit by direct payment.

When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

G. The deposit will also be returned within a reasonable period if:

- (i) The customer establishes credit by other means, or
- (ii) The service has not been terminated and the bills are paid in full, or
- (iii) An application for service is canceled and any charges are paid in full.

2.11.3 Bills and Collection of Charges

GENERAL RULES AND REGULATIONS (cont.)

- A. Bills will be rendered monthly to customer. Fixed monthly recurring charges are billed in advance. The Usage and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.
- B. All service, monthly recurring charges and non-recurring charges are due and payable on the due date shown on the bill, provided however, that installation charges may be spread out over 3 months.
- C. The Company shall present bills for recurring charges monthly to the Customer in advance of the month which service is provided.
- D. For new customer or existing customers whose service is discontinued, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- E. A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination. Notwithstanding the preceding, a late payment penalty will not be charged on a penalty.
- F. A minimum charge of \$10 or a maximum charge of \$30 will be assessed for checks with insufficient funds or non-existing accounts. The Company may waive the bad check charge under appropriate circumstances.
- G. If customer chooses to place information service provider (ISP) calls or receive calls via a non-MTI affiliated carrier, Customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company's affiliates.
- H. All services provided to customers with pre-pay plan are billed in advance.

GENERAL RULES AND REGULATIONS (cont.)2.11.4 Disputed Bills

- A. The customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rule of procedure.
- B. The date of dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- C. The date of resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.12 Termination of ServiceA. Discontinuance of Service by the Company

- (i) The Company may discontinue or suspend service to Customer upon seven (7) days prior written notice without incurring any liability for the following reasons:
  - (a) Upon non-payment of any amounts owing to the Company for local exchange services which is not in dispute; or
  - (b) Upon failure of the Customer to meet the deposit requirements set out in Section 2.12.3 of this tariff; or
  - (c) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or
  - (d) Upon violation of or noncompliance with any rules and regulations of the Company.
  - (e) Upon failure of the Customer to comply with municipal ordinance or other laws pertaining to telecommunications services.

GENERAL RULES AND REGULATIONS (cont.)

2.12 Termination of Service (cont.)

- (f) The Company has reason to believe the customer has used a device or scheme to obtain service without payment and where the Company has so notified the customer prior to disconnection.
- (ii) The Company may discontinue service to Customer immediately and without notice for any of the following reasons without incurring liability:
  - (a) In the event of tampering with the Company's equipment, facilities or property in any way; or
  - (b) In the event of a condition determined to be hazardous to the Customer, to other customers of the Company; to the public, or to employees of the Company; or
  - (c) In the event of Customer's use of service in such a manner as to adversely affect the Company's service to others.
  - (d) Abuse of Company services, including making calls which might reasonably be expected to frighten, abuse, torment or harass another.
- (iii) The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time or up to discontinuance of service.
- (iv) Upon the Company's discontinuance of service to customer pursuant to this section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.
- (v) For purposes of this Section 2.12, all regulated telephone services provided by the Company shall be defined as local service.
- (vi) The Company may disconnect Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable Tennessee Administrative Regulations.

GENERAL RULES AND REGULATIONS (cont.)2.12 Termination of Service (cont.)

- (a) Disconnection notices issued by the Company must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "only local" service to Customers whose local service charges are paid; even while their toll service is disconnected for nonpayment of outstanding toll debt.
- (vii) The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- (viii) Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges or non-regulated services.
- (ix) Where the provisions of the Tariff are not complied with by the Customer, including payments not made by the Customer on date or at times herein specified; and after written notice from the Company requesting correction of such non-compliance, the Company may immediately discontinue service without incurring any liability. All applicable charges will then come due immediately. Including any applicable minimum service periods charges.

If repeated non-compliance by the Customer occurs, the Company retains the option of denying application by the Customer for new or additional services or facilities until such prior action(s) are corrected.

B. Discontinuance of Service by Customer

- (i) If a customer cancels a service order after seventy-two (72) hours have passed since service has been ordered, or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.8), Customer agrees to pay the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.11.4 all costs, fees, and expenses incurred in connection with:

GENERAL RULES AND REGULATIONS (cont.)2.12 Termination of Service (cont.)

- (a) All non-recurring charges reasonable expended by Company to establish service to Customer; plus
  - (b) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; plus,
  - (c) All recurring charges specified in the applicable service order tariff for the balance of the then current term.
- (ii) Service may be terminated after the expiration of the minimum contract period, upon the Company being notified ten days in advance, and upon payment of all charges due to the date of termination of the service.

2.13 Restoral Of Service

- A. If any customer's service is restored after having been disconnected but a Company service order to terminate such service has not been completed when such a service is restored, the customer will be required to pay a restoral service charge of \$35.00 per occasion.
- B. When a customer's service has been disconnected and the service has been terminated through the completion of a Company service order, service will be reestablished only upon the basis of an application for new service.
- C. Customers' whose services are disconnected for non-payment are not eligible for pre-pay unless arrangements have been made for satisfaction of the previous bill.

2.14 Promotional Offers

The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the location where the offerings are made and shall be documented in accordance with the provisions of the state rules and regulations. The only limitation upon a promotional offering shall be that the waiver of any charges other than a nonrecurring charge shall be limited to ninety calendar days on a per customer basis. All promotions will be added to the tariff as an addendum.

GENERAL RULES AND REGULATIONS (cont.)2.15 Notices and Communications

The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

- A. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate an address on the bill for service to which the Customer shall mail payment for that bill.
- B. All notices or other written communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party and all bills mailed by the Company, shall have been presumed to have been delivered to the party by the third business day following the deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever comes first.
- C. The Company or Customer shall advise the other party of any changes to the address designated for notices, other communications or billing, by following the procedures for giving notices set forth herein.

2.16 Specialized Service or Arrangement

Specialized Service or Arrangements may be provided by the Company, in response to a bona fide request of a Customer or prospective Customer, on an individual-case basis (ICB) if such service or arrangements meet the following criteria:

- A. The requested service or arrangements are not offered under other sections of this Tariff.
- B. The facilities utilized to provide the requested service or arrangements are of a type normally used by the Company in furnishing its other services.
- C. The requested service or arrangements are compatible with other Company services, facilities and its engineering and maintenance practices.
- D. This offering is subject to the availability of the necessary Company personnel and capital resources.

ESTABLISHMENT OF SERVICES

3.1 Establishment and Furnishing of Exchange Access Service

3.1.1 General

Procedures governing the establishment of credit, billing, termination of service, and issuance of telephone directories for local exchange telecommunications service, where not expressly contained herein, will comply with the Tennessee Administrative Regulation, Title 807.

3.1.2 Application for Service

Application for service may be made orally or in writing. Acceptance of an application establishes a contract between the customer and the Company based on terms and conditions of this Tariff.

3.1.3 Installation

- A. The Company will install new lines for basic local exchange service within 3 business days after provisioning of the line or lines by the carrier whose network or network elements are being utilized is complete.



LOCAL EXCHANGE SERVICE DESCRIPTION4.1 General

Exchange Access Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A. Receive calls from other stations on the public switched telecommunications network;
- B. Place calls to other stations on the public switched telecommunications network;
- C. Access other services offered by the Company as set forth in this tariff;
- D. Access toll-free telecommunications services
- E. Access certain interstate and international calling services provided by the Company;
- F. Access (at no additional charge) the Company's operators and business office for service related assistance;
- G. Access (at no additional charge) enhanced 911 service for emergency services by dialing 0- or 9-1-1; and
- H. Access services provided by other common carriers, which, purchase the Company's Switched Access services, as, provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.
- I. Access the interexchange network. A customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or the provider's carrier identification code (1010XXX)
- J. Calls to information service providers (900/976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC rules.
- K. Collect calls will be automatically blocked on a per line basis.

Each Exchange Access Service is available on a "Full" service basis whereby service is delivered to a demarcation/connection block at the customer's Premises.

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

4.1 General (cont.)

The following Exchange Access Services are offered:

- Basic Line Service
- Basic Trunk Service
- Centrex Service
- Business Access Only Service
- Enhanced Business Line Service

4.2 Serving Areas

The Company will serve these counties within the territory served by BellSouth. This tariff is effective only in those areas where a Commission approved interconnection agreement exists.

4.3 Feature Descriptions

**3-Way Calling**

Allows the Customer to add a third party to an established call without operator assistance.

**Automatic Callback**

Automatically returns the last incoming call whether or not it was answered. To activate Automatic Callback, the customer dials a code. The network will then either attempt a callback, or in offices so equipped, the customer will hear an announcement of the telephone number of the last party called. If the customer wishes to return the call immediately, voice prompts will instruct the customer to dial a certain digit and the call will automatically be returned. If the number is busy, Automatic Callback will continue to redial the number for up to 30 minutes.

**Basic Service Plan**

Allows the customer 500 local telephone calls, unlimited incoming calls and the feature, call waiting. Other features may be added as outlined herein.

**Call Forwarding**

Allows the Customer to activate and deactivate a transfer of all incoming calls to another dialable telephone number.

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)4.3 Feature Descriptions (cont.)Call Screening

This feature provides the customer with the ability to prevent repeated calls from an unwanted caller whose number may or may not be known. The customer receiving the call needs only to hang up and immediately dial the Call Screening access code which will deny the caller the ability to ring the customer's telephone. In addition, the customer has the ability to create a list of telephone numbers from which the customer may not wish to receive calls. Calls from these telephone numbers will be sent an appropriate announcement indicating that the call cannot be completed because the customer has activated Call Screening.

Call Trace

Allows the customer to automatically trace the telephone number used for the last call received by the customer. The customer must dial a Company-designated code, and activation must occur prior to the time that the customer receives either another call or the call waiting tone. A recording will indicate if the trace was successful or not. Within five business days after the successful activation of Call Trace, the customer must contact the Company to arrange for the continued retention of the trace record. The company will not provide the traced number to the customer, but it will be provided to law enforcement officials. The practices of law enforcement officials vary, and the Company does not represent that such officials with regard to the traced number will take any action. Call Trace will be available where facilities permit.

Call Waiting

Provides a tone to alert a customer with a call in progress that a second party is calling them, and allows the customer to answer the incoming call while holding the original connection.

Caller ID

Allows a customer to identify the telephone number from which a call is being made. The telephone number of the person initiating the call is displayed on a customer-provided display device.

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)4.3 Feature Descriptions (cont.)Caller ID with Name

Works along with Caller ID and provides for the display of an incoming telephone number and listed name associated with that telephone number, on a customer-provided display device attached to the customer's (called party's) line or set.

Unless the calling party number blocking is activated, the telephone numbers and names associated with all calls originating from appropriately equipped switches will be displayed.

Distinctive Ringing

Allows customers to designate up to ten numbers for which, when someone calls from one of the designated numbers the phone emits one unique distinctive ring. Customers can easily add and delete numbers from their Distinctive Ringing lists, as well as turn Distinctive Ringing on or off.

Privacy Manager

This feature will intercept all unidentified calls to end users who have Caller ID with Name. End users will be able to screen their incoming calls and either accept the call, reject the call or transfer the call to a pre-recorded sales screener message.

Repeat Dialing

This feature enables a Customer to reach a called party whose number is busy without having to continually redial the telephone number. The busy number will automatically be dialed, for a thirty- (30)-minute period, until it becomes available. The caller can make and receive calls during the 30-minute period that the busy number is being dialed. The caller will receive a special ring back when both numbers are freed for use. The feature can also be used to recall a called party after the conversation has been terminated.

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)4.2 Feature Descriptions (Cont.)Remote Call Forwarding (RCF)

Allows all calls placed to a RCF customer's telephone number (the call forwarding location) are automatically forwarded by Telephone Company central office equipment to a designated terminating station of such RCF customer which is located in an exchange area of the Telephone Company or another telephone company.

Wait and See

With standard Caller ID service, end-users who have call waiting cannot see the waiting call displayed on their Caller ID unit. The wait and see enhancement allows the end-user to see the number (and name, if applicable) of the waiting call. Note: End-users must have Caller ID with Name feature for the name to display.

APPLICATION OF RATES5.1 General

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

5.2 Charges Based on Duration of Use

When charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on a completed call begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

5.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- A. Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as references in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number).

APPLICATION OF RATES (cont.)5.3 Rates Based Upon Distance (cont.)

B. The airline distance between any two-rate centers is determined as follows:

- (1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Bellcore document.
- (2) Compute the difference between the "V" coordinates of the two rate centers: and the difference between the two: H: coordinates.
- (3) Square each difference obtained in step (2) above.
- (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
- (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- (7) Formula = 
$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

5.4 Rate Periods

Unless otherwise specified, Day rates shall apply 8:00 AM to 5:00 PM Monday through Friday. Evening rates shall apply 5:00 PM to 11:00 PM Monday through Friday and Sunday. Night/Evening rates shall apply all other times.

5.5 Holidays

For the following holidays, the Evening rate will apply unless a lower rate would normally apply:

New Year's Day  
Martin Luther King's Day  
President's Day  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

APPLICATION OF RATES (cont.)5.6 Municipal Franchise Payments

Whenever the Company incurs an obligation (or an increase thereof) under a franchise ordinance to pay a municipality an amount measured by the revenue from providing communications services, the Company may charge its customers within the corporate limits of that municipality, in addition to all other lawful rates and charges:

- A. An amount equal to the franchise payment, and;
- B. An amount equal to the increase, if any, in taxes and other payments to government bodies resulting from the collections hereunder, by the addition of a uniform percentage to amounts billed for intrastate services within the municipality.

These provisions will be automatically applied upon the effective date of the municipal franchise ordinance to which they pertain.

5.7 Taxes

The customer is responsible for payment of all state, local and E911 taxes, surcharges, utility fees or other similar fees (i.e. sales tax, municipal utilities tax) that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in the tariff. The Company shall not assess separately any fees or surcharges other than government approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission. The Company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges. Additionally, an addendum to the price list stating what the line item charge is and the length of time the charges will be imposed will be filed with the Commission.



PRICING

<u>Feature or Service</u>	<u>USOC</u>	<u>Residential</u>	<u>Business</u>
Establish Service			
Line Connection		\$45.65	\$64.35
To establish 1 or more custom or advanced custom calling feature			
Feature Change			
Phone number changes		\$35.00	\$48.00
Restoral Charge after temp susp			
Premises work first 15 minutes		\$30.00	\$0.00
Premises each add'l 15 minutes		\$14.00	
Call Waiting	ESX	\$4.50	\$7.00
Call Forwarding	ESM	\$3.60	\$4.40
3-Way Calling	ESC	\$3.60	\$4.40
Call Return	NSS	\$4.40	\$5.20
Repeat dialing	NSQ	\$4.20	\$4.95
Anonymous Call Rejection	HBV	\$3.30	
CallerID	NSD	\$7.00	
Advanced Caller ID	NXMCR	\$7.95	
Call Screening	CCR	\$3.50	\$4.50
Talking Call waiting	TW1	\$0.00	
Busy Line Transfer	EVB	\$3.50	
Connect Direct			
Call Selector	NSK	\$4.20	
Alternate Answer	EVD	\$3.50	
Message Waiting Indicator	MWN	\$0.00	
Star code to access VM	SQAVX	\$0.00	
Multi Ring Serv	DRS1X	\$0.00	
Remote Access - Call Forwarding	GCZ	\$6.00	\$9.35
Extra Listings	RLT	\$0.00	
Private Listing	NPU	\$3.00	
Ameritech Featurelink			
Directory Ass		\$1.25	
Speed Calling 8 code		\$3.60	\$4.40
Speed Calling 30 code		\$4.10	\$5.50
<b>PAY Per Use</b>			
3-Way		\$0.90	\$0.90
Auto CallBack		\$0.90	
Repeat Dialing		\$0.90	
Call Trace		\$1.00	

PRICING (cont.)

Feature or Service	USOC	Residential	Business
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**PACKAGES****Complete Choice service**

N/A

\$33.50

\$81.00

Unlimited use of all customer calling services,  
and flat rate access line

**USAGE****FLAT RATE**

*Unlimited use for call to the Limited Local  
calling Area*

Group 1		\$14.10	\$35.90
Group 2		\$14.10	\$35.90
Group 3		\$15.60	\$35.90
Group 4		\$16.10	\$33.75
Group 5		\$18.40	\$33.75
Georgetown		\$16.10	\$33.75
Sadieville		\$16.10	\$33.75
Stamping Ground		\$16.10	\$33.75

**MEASURED RATE**

	<i>Low use</i>	Standard	Business
Group 1	6.91	\$9.84	\$26.17
Group 2	7.36	\$10.52	\$28.52
Group 3	7.7	\$11.04	\$30.52
Group 4	8.05	\$11.56	\$32.56
Group 5	9.73	\$14.08	\$38.17

*Initial  
minute**Add'l  
minute***Mileage bands**

A (0 miles)		\$0.04	\$0.02
B (1-10 miles Limited LCA_)		\$0.04	\$0.02
C (> 10 miles Limited LCA)		\$0.06	\$0.04

**Note: There are discounted times included  
with the measured rate**

PRICING (cont.)

Feature or Service	USOC	Residential	Business
<b><u>Area Calling Service</u></b>	PREKX	\$21.25	\$55.00
Premium calling usage package charge in addition to access line rate listed below. Full Local Calling Area	BREKX (BUS)		
<b><u>Access line rates</u></b>			
Group 1-4		\$10.40	\$32.70
Group 5		\$11.50	\$35.35
Georgetown, Sadie Ville, Stamping Ground		\$10.40	\$32.70
		<i>Initial minute</i>	<i>Add'l minute</i>
A (0 miles)		\$0.02	\$0.01
B (1-10 miles) within Limited LCA		\$0.04	\$0.02
C (> then 10 miles) within Limited LCA		\$0.06	\$0.04
D (1-10 miles) Beyond Limited LCA		\$0.04	\$0.02
E (11-16 miles) Beyond Limited LCA		\$0.06	\$0.04
F (17-22 miles) Beyond Limited LCA		\$0.09	\$0.07
G (23-30 miles) Beyond Limited LCA		\$0.09	\$0.07
H (31-40 miles) Beyond Limited LCA		\$0.09	\$0.07
I (> than 40 miles) Beyond Limited LCA		\$0.09	\$0.07